This instrument prepared by and please return to: Jennifer L. Worstell, Esq. 100 West Monroe Street #1500 Chicago, Illinois 60603



Doc#: 0617045088 Fee: \$78.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/19/2006 01:43 PM Pg: 1 of 28

P.I.N.:

22-23-300-022-0000; 32-23-313-003-0000; 32-23-314-025-6001; 32-23-314-025-6002; 32-23-314-026-6001; 32-23-314-026-6002; 32-23-319-003-0000;

COMMONLY KNOWN AS:

1705 Cottage Grove, Ford Heights, Illinois

#### LOAN MODIFICATION AGREEMENT

This instrument is a Loan Modification Agreement (Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender"), Geneva Energy, LLC, a Delaware limited liability company ("Borrower"), and Benjamin Rose, David Kahn, Emmitt George, John Halston, Richard Meckler, Saul Rudo, James Gosselin, Julie Gosselin, Donegal, Inc. ("Donegal"), an Illinois corporation, and Weaver Boos Consultants, Inc. ("Weaver Boos"), an Indiana corporation (collectively "Guarantors").

#### RECITALS:

Borrower holds fee simple title to certain real estate commonly known as 1705 A. Cottage Grove, Ford Heights, Illinois, which is legally described on Exhibit A attached hereto

("Real Estate"). The Real Estate is improved with a tire recycling and power generation plant that produces energy by burning used tires.

- B. Donegal is an affiliate of Woodland Financial Group, L.L.C., an Illinois limited liability company and a member of Borrower. Weaver Boos is an affiliate of an investor in Borrower.
- C. As of November 8, 2005, Borrower executed and delivered to Lender a Promissory Note Evidencing a Line of Credit in the amount of Three Million (\$3,000,000) Dollars ("Note"), which was executed pursuant to the terms of a Loan Agreement ("Loan Agreement") of even date therewith. The Note evidences a non-revolving line of credit loan in the amount of Three Million (\$3,000,000) Dollars ("Loan"), the proceeds of which are being used to provide working capital funds to Porrower. To secure the Note, Borrower, Guarantors and certain other parties executed and delivered the following documents to Lender ("Original Security Documents"):
- 1. a Real Estate Mortgage, Assignment of Rents, Security Agreement and UCC Financing Statement covering the Real Estate ("Mortgage"), which was recorded with the Cook County Recorder of Deeds on December 2, 2005 as Document No. 0533643295;
- 2. an Environmental, ADA and ERISA Indemnification Agreement covering the Real Estate executed by Borrower, Benjamin Rose and Emmitt George;
- 3. Guaranties of Note, Loan Agreement, Mortgage and Other Undertakings executed by Guarantors (collectively the "Guaranties");
- 4. a UCC Financing Statement regarding the personal property located on the Real Estate;
  - 5. a UCC Authorization executed by Borrower;

- 6. Security Agreements covering certain certificates of deposit or stock certificates executed by Benjamin Rose and Catalyst Energy Corporation of Montgomery County, a Delaware corporation and affiliate of Benjamin Rose, Emmitt George, Donegal and Saul Rudo (collectively "Security Agreements"), which were delivered to Lender in lieu of such persons or entities delivering financial statements to Lender;
- 7. Cash Collateral Accounts established and funded by Benjamin Rose, Donegal and Sau! Rudo;
- 8. a Subordination Agreement executed by Wood Group Power, Inc., an Illinois corporation and the manager of the Real Estate regarding a mortgage on the Real Estate from Borrower to Wood Group Power, Inc. ("Wood Mortgage"), which Subordination Agreement was recorded with the Cook County Recorder of Deeds on December 2, 2005 as Document No. 0533643296;
- 9. a Management Lien Subordination Agreement executed by Wood Group Power, Inc., which was recorded with the Cook County Recorder of Deeds on December 2, 2005 as Document No. 0533643297; and
  - 10. certain other documents and items required by Lender.
- D. The management agreement with Wood Group Power, Inc. has been terminated and the Wood Mortgage has been released.
- E. Borrower has now requested Lender to: (1) modify the date on which amortization of the principal balance of the Loan commences from January 1, 2006 until August 1, 2006, (2) extend the date on which the first payment of principal in the amount of \$16,667.00 is to be paid from February 1, 2006 until September 1, 2006, and (3) correct certain discrepancies between the provisions of the Security Documents and the collateral that Lender

actually holds as security for the Loan. Lender is agreeable to these requests subject to the covenants, conditions and restrictions contained herein.

**NOW, THEREFORE,** in consideration of good and valuable consideration, the parties agree as follows:

- 1. Subparagraph (b) of the Note is hereby replaced in its entirety by the following:
  - (b) On September 1, 2006, and on the first day of each succeeding calendar month to and including the Maturity Date (as defined hereafter), there shall be paid the amount of \$16,667.00, which shall be applied to principal.

The Security Documents are hereby modified and amended to secure the Note as hereby amended and all references to the Note in the Security Documents are modified and amended to refer to the Note as hereby modified. All payments previously made on the Note are unchanged.

- 2. Section 2(c) of the Loan Agreement states that Henry Rose is a guarantor of the Loan. The parties hereto hereby acknowledge and agree that Henry Rose is not a guarantor of the Loan, has no obligation under the Security Documents, and has no liability for the repayment of the Loan. Section 2(g) and 2(g) of the Loan Agreement state that James Gosselin and Julie Gosselin pledged cash collateral for the Loan. The parties hereto herely acknowledge and agree that James Gosselin and Julie Gosselin did not pledge cash collateral for the Loan. All other provisions of the Loan Agreement are unchanged.
  - 3. The Security Agreements are hereby modified as follows:
- (a) The Security Agreement executed by Catalyst Energy Corporation of Montgomery County is hereby amended to state that Certificate of Deposit Account No. 86413 is in the amount of \$250,000:
- (b) The Security Agreement executed by Emmitt George is hereby amended to show that Lender holds 989 shares of Exelon stock: and

(c) The Security Agreement executed by Saul Rudo is hereby amended to state that Certificate of Deposit Account No. 86439 is in the amount of \$27,500.

All other provisions of the Security Agreements are unchanged.

- 4. Concurrently with the execution of this Modification, the following documents shall be executed and delivered to Lender:
- (a) such instruments, documents or papers as may be required by the title insurer of the Mortgage for the issuance of a date down endorsement to Lender's loan title insurance policy which resures the Mortgage as modified by this Modification as a first lien on the Real Estate;
- (b) updated evicence of fire, casualty and public liability insurance as set forth in the Mortgage, as requested by Lender,
- (c) a Certificate of Good Standing from the State of Delaware of Geneva Energy, LLC;
- (d) a printout from the Illinois Secretary of State's website regarding good standing status for the following entities:
  - i. Geneva Energy Holdings, LLC, the manager of Borrower; and
  - ii. Geneva7 LLC, the managing member of Geneva Energy Holdings, LLC;
  - (e) a Certificate of Good Standing from the State of Indiana for Weaver Boos;
  - (f) Resolutions of:
    - i) Borrower;
    - ii) Geneva Energy Holdings, LLC; and
    - iii) Geneva7 LLC:
    - iv) Donegal;

0617045088 Page: 6 of 28

- v) Weaver Boos; and
- (g) payment of Lender's expenses, as set forth in Section 9 hereof.
- 5. Upon receipt of the documents required in Section 2 hereof, Lender will cause this Modification to be placed of record and concurrently therewith will order an endorsement to its lender's title insurance policy from title insurer covering said recordations and insuring the Mortgage as modified by this Modification. When the endorsement has been issued and reflects that Borrower is the holder and owner of the fee simple title to the Real Estate and that Lender holds the lien of the Mortgage as modified by this Modification on the Real Estate subject only to the Permitted Exceptions set forth in the Loan Agreement, then this Modification shall become effective.
- 6. This Modification shall exertifute a modification and amendment of the Note, Mortgage, Loan Agreement, and other Security Decuments and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note as hereby revised ("Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Security Documents, or the covenants, conditions and agreements therein contained or contained in the Note, this Modification or the Loan Documents.
- 7. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.
- 8. Borrower and Guarantors hereby renew, remake and affirm the representations and warranties contained in the Loan Documents.

0617045088 Page: 7 of 28

- 9. Borrower hereby agrees to pay all of Lender's expenses arising out of and in connection with this Modification including, but not limited to, title insurance premiums, recording fees and attorneys' fees performed in the preparation of necessary documentation.
- Guaranties are amended and extended to cover and guaranty the Note as hereby modified. All references in the Guaranties to the Note shall mean the Note as hereby modified. Borrower and Guarantors acknowledge and confirm that by executing this Modification, Lender has not waived, altered or medified any of Lender's rights under the Note or Loan Documents to amend, extend, renew, modify or other vise deal with the obligations of Borrower or Guarantors without the consent of Borrower or Guarantors and without such action releasing, modifying or affecting the obligations of Borrower or Guarantors or affecting the security heretofore guaranteed to Lender.
- 11. The failure to observe or perform any covenant or condition set forth in this Modification or any other instrument described herein or executed and delivered pursuant hereto shall constitute an Event of Default (as defined in the Security Occuments) and Lender shall have all remedies reserved to the mortgagee, holder and secured party under the Note, the Loan Agreement, the Mortgage, the Loan Documents and other instruments delivered negrander and in connection with the Note and such additional remedies afforded by the laws of Illinois available to a mortgagee or secured party.
- 12. BORROWER AND GUARANTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER AND GUARANTORS HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND

DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER AND GUARANTORS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER AND GUARANTORS IRREVOCABLY CONSENT TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO BORROWER AND GUARANTORS AT THEIR ADDRESSES AS SPECIFIED IN THE RECORDS OF LENDER. BORROWER AND GUARANTORS AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER AND GUARANTORS AGREE NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, CFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF,

IN ANY COURT OTHER THAN THE ONE HEREIN. BOVE SPECIFIED. NOTHING IN THIS SECTION SHALL

AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY

LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST

BORROWER AND GUARANTORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

13. BORROWER AND GUARANTORS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE OR ANY OF THE DOCUMENTS EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, IN WHICH LENDER AND BORROWER OR GUARANTORS ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER IN GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER OR GUARANTORS, OR ANY OF THEM.

Guarantors nor any affiliate is identified in any list of known or suspected terrorists published by an United States government agency (collectively, as such lists may be amended or supplemented from time to time, referred to as the "Blocked Persons Lists") including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001, and (b) the Specially Designated Nationals List published by the Office of Foreign Assets Control.

Borrower and Guarantors covenant to Lender that if they become aware that that they or any affiliate is identified on any Blocked Persons List, Borrower and Guarantors shall immediately notify Lender in writing of such information. Borrower and Guarantors further agree that in the event they or any affiliate is at any time identified on any Blocked Persons List, such event shall be an Event of Default, and shall entitle Lender to exercise any and all remedies provided in any Loan Document or otherwise permitted by law. In addition, Lender may immediately contact the Office of Foreign Assets Control and any other government agency Lender deems appropriate in order to comply with its obligations under any law, regulation, order or decree regulating or relating to terrorism and international raoney laundering. Upon the occurrence of such Event of Default, Lender will forbear enforcement of its rights and remedies during such time as: (1) the person ("Person") identified in a Blocked Persons List is contesting in good faith by appropriate legal proceedings such Person's inclusion in a Blocked Persons List, and (2) Lender determines, in its sole and absolute discretion, that such forbearance will not adversely affect title to, the condition or value of, or any lien in favor of Lender and encumbering, any part of the Premises (as defined in the Mortgage) or otherwise adversely impact the ability of any Person to perform such Person's obligations under or with respect to any Loan Documents.

0617045088 Page: 10 of 28

## **UNOFFICIAL COPY**

In witness whereof, the parties have executed this Modification on April 25, 2006, to take effect as of January 1, 2006.

<u>LENDER</u> :	GUARANTORS:
The PrivateBank and Trust Company, an Illinois banking corporation	Benjamin Rose
Its Managing Directo CAROLYN J. COLLINS NOTARY PUBLIC STATE OF ILLE My Commission Expires 03/01/	
BORROWER:	Emmitt George
Geneva Energy LLC, a Delaware limited liability company	John Halston
By Conoro Error H. 11	John Haiston
By: Geneva Energy Holdings LC, manager By: Geneva7, LLC, an Illinois	Richard Meckler
limited liability company, managing member	Saul Rudo
By:	40.
Benjamin Rose, Manager	James Gosselin
	Julie Gosselin
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	Donegal, Inc., an Illinois corroration
	By:
	Stephen M. Schuster, President
	Weaver Boos Consultants, Inc., an Indiana corporation
	By: Its
	Attest:

0617045088 Page: 11 of 28

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In witness whereof, the parties have executed this Modification on April 25, 2006, to take effect as of January 1, 2006.

LENDER:	GUARANTORS:
The PrivateBank and Trust Company, an Illinois banking corporation	Benjamin Rose
By: Its Managing Director	David Kahn
BORROWER:	Emmitt George
Geneva Energy LLC, a Delaware limited liability company	John Halston
By: Geneva Energy Holdings LC, manager By: Geneva7, LLC, an Illinois	Richard Meckler
limited liability company, managing member	Saul Rudo
Benjamin Rose, Manager	James Gosselin
	Julie Gosselin
	Donegal, Inc., an Illinois corporation
	By: Stephen M. Schuster, Presiden:
	Weaver Boos Consultants, Inc., an Indiana corporation
	By:
	Attest:

0617045088 Page: 12 of 28

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LENDER:	GUARANTORS:
The PrivateBank and Trust Company, an Illinois banking corporation	Benjamin Rose
By: Its Managing Director	David Kahn
BORROWER:	Emmitt George
Geneva Energy LLC, a Deloware limited liability company	John Halston
By: Geneva Energy Holdings LC, manager By: Geneva7, LLC, an Illinois	Richard Meckler
limited liability company, managing member	Saul Rudo
By: Benjamin Rose, Manager	James Gosselin
<b>.</b>	
	Julie Gosselin
	Donegal, Inc., an Illinois corporation
	By: Stephen M. Schuster, President
	Weaver Boos Consultants, Inc., an Indiana corporation
	By: Its
	Attest:

0617045088 Page: 13 of 28

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2006, to take effect as of January 1, 2006. LENDER: **GUARANTORS**: The PrivateBank and Trust Company, an Illinois banking corporation Benjamin Rose By:\_ David **K** Its Managing Director BORROWER: Geneva Energy LLC, a Delaware limited liability company John Halston By: Geneva Energy Holdings LC, manager Richard Meckler By: Geneva7, LLC, an Illinois limited liability company. managing member Saul Rudo By: \_\_\_ Benjamin Rose, Manager James Cosselin Julie Gosselin Donegal, Inc., an Illinois corporation By: Stephen M. Schuster, President Weaver Boos Consultants. Inc., an Indiana corporation By:\_\_\_\_\_

0617045088 Page: 14 of 28

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In witness whereof, the parties have executed this Modification on April 25

2006, to take effect as of January 1, 2006.

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<u>LENDER</u> :	<b>GUARANTORS</b> :
The PrivateBank and Trust Company, an Illinois banking corporation	Benjamin Rose
By: Its Managing Director	David Kahn
BORROWER:	Emmitt George
Geneva Energy LLC, a Delaware limited liability company	John Halston
By: Geneva Energy Holdings LC manager  By: Geneva7, LLC, an Illinois limited liability company,	Richard Meckler
managing member	Saul Rudo
By: Benjamin Rose, Manager	James Gosselin
	Julie Gosselin
	Donegal, Inc., an Illinois corroration
	By: Stephen M. Schuster, President
	Weaver Boos Consultants, Inc., an Indiana corporation
	By: Its
	Attest:

0617045088 Page: 15 of 28

## **UNOFFICIAL COPY**

In witness whereof, the parties have executed this Modification on 25,

2006, to take effect as of January 1, 2006.

<u>LENDER</u> :	<b>GUARANTORS</b> :
The PrivateBank and Trust Company, an	
Illinois banking corporation	Benjamin Rose
By: Its Managing Director	David Kahn
Its Managing Director	Durid Kajiij
BORROWER.	Emmitt George
Geneva Energy LLC, a Delaware limited liability company	
Ox	John Halston
By: Geneva Energy Holdings LC, minager	Muly hu
By: Geneva7, LLC, an Illinois	Richard Meckler
limited liability company, managing member	
	Saul Rudo
By: Benjamin Rose, Manager	40-
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money of normerold	Julie Gosselin
	Donegal, Inc., an Illinois or oration
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Municians 4/1/2010	By:Stephen M. Schuster, President
A CONTRACTOR OF THE PROPERTY O	Weaver Boos Consultants, Inc., an Indiana corporation
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	Its

0617045088 Page: 16 of 28

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In witness whereof, the parties have executed this Modification on 125 2006, to take effect as of January 1, 2006.

LENDER: **GUARANTORS:** The PrivateBank and Trust Company, an Illinois banking corporation Benjamin Rose By: David Kahn Its Managing Director BORROWER: Emmitt George Geneva Energy LLC, a De'aware limited liability company John Halston By: Geneva Energy Holdings LC manager Richard Meckler By: Geneva7, LLC, an Illinois limited liability company, managing member Saul Rudo By: Benjamin Rose, Manager James Gosselin Julie Gosselia Donegal, Inc., an Illinois corporation By: Stephen M. Schuster, President Weaver Boos Consultants, Inc., an Indiana corporation By:\_\_\_\_ Attest:

0617045088 Page: 17 of 28

## **UNOFFICIAL COPY**

In witness whereof, the parties have executed this Modification on April 25, 2006, to take effect as of January 1, 2006.

<u>LENDER</u> :	<b>GUARANTORS</b> :
The PrivateBank and Trust Company, an Illinois banking corporation	Benjamin Rose
By: Its Managing Director	David Kahn
BORROWER:	Emmitt George
Geneva Energy LLC, a Delaware limited liability company	John Halston
By: Geneva Energy Holdings LC, manager By: Geneva7, LLC, an Illinois	Richard Meckler
limited liability company, managing member	Saul Rudo
By: Benjamin Rose, Manager	James Gosselin
	Julie Gosselin Josselin
	Dønegal, Inc., an Illinois corporation
	By: Stephen M. Schuster, President
	Weaver Boos Consultants, Inc., an Indiana corporation
	By:
	Attest: Its

0617045088 Page: 18 of 28

#### **UNOFFICIAL COP**

In witness whereof, the parties have executed this Modification on American and Ame 2006, to take effect as of January 1, 2006.

LENDER: **GUARANTORS:** The PrivateBank and Trust Company, an Illinois banking corporation Benjamin Rose By: David Kahn Its Managing Director BORROWER: Emmitt George Geneva Energy LLC, a Delaware limited liability company John Halston By: Geneva Energy Holdings LC, manager Richard Meckler By: Geneva7, LLC, an Illinois limited liability company, managing member Saul Rudo By: Benjamin Rose, Manager James Gosselin Julie Gosselin Donegal, Inc. an Illinois Corp. ration Stephen M. Schuster, Presiden Weaver Boos Consultants, Inc., an Indiana corporation

0617045088 Page: 19 of 28

## **UNOFFICIAL COPY**

In witness whereof, the parties have executed this Modification on 25, 2006, to take effect as of January 1, 2006.

<u>LENDER</u> :	<b>GUARANTORS</b> :
The PrivateBank and Trust Company, an Illinois banking corporation	Benjamin Rose
By: Its Managing Director	David Kahn
BORROWER:	Emmitt George
Geneva Energy LLC, a Detaware limited liability company	John Halston
By: Geneva Energy Holdings LC, manager  By: Geneva7, LLC, an Illinois limited liability company,	Richard Meckler
managing member	Saul Rudo
By: Benjamin Rose, Manager	James Gosselin
	Julie Gosselin
	By:  Stephen M. Schuster, President
	Weaver Boos Consultants, Inc., an Indiana corporation  By:  Its Fresch †
OFFICIAL SEAL KIMBERLY A CAVAIANI NOTARY PUBLIC - STATE OF ELINOIS MY COMMISSION EXPRISE 1247/82	Attest Huber Cavalini Its Notary Dupl C

STATE OF ILLINOIS	)	SS				
COUNTY OF C O O K	Ć					
The undersigned,	a Notary	Public in	and for th	ne State	and County	afores

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that <u>homes Olivieri</u>, Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Vune 14, 2006.

\*\*The Line 14, 2006.

STATE OF ILLINOIS

COUNTY OF COOK

\*\*OFFICIAL SEAL STATE OF ILLINOIS MY COMMISSION EXPIRES 09-25-2009

\*\*MAN COMMISSION EXPIRES 09-25-2009

\*\*The Line 14, 2006.

\*\*COUNTY OF COOK

\*\*NOTARY PUBLIC, MY COMMISSION EXPIRES 09-25-2009

\*\*MY COMMISSION EXPIRES 09-25-2009

The undersigned, a Notary Public is and for the State and County aforesaid, does hereby certify that Benjamin Rose, Manager of Gency at LLC, an Illinois limited liability company, the Managing Member of Geneva Energy LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Nay 18 - , 2006.

Lolin W. Tutler

Notary Public

STATE OF ILLINOIS

SS

Robin M. Fiston

Notary Public State of P. Spois

My Commission Expires 1250/2006

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Benjamin Rose, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal May 19 \_\_\_\_\_, 2006.

Notary Public

"OFFICIAL SEAL"
Robin M. Fulton
Notary Public State of Un.

0617045088 Page: 21 of 28

## **UNOFFICIAL COPY**

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STATE OF ILLINOIS ) ELLINO SS	
Eudry ) ss	
COUNTY OF COOK	
personally known to me to be the saminstrument, appeared before me this da	
70	
STATE OF ILLINOIS	Notary Public
STATE OF ILLINOIS )	
COUNTY OF COOK	
Managing Member of Geneva Energy LL Geneva Energy LLC, a Delaware limited same person whose name is subscribed to in person and acknowledged that he signed	n and for the State and County aforesaid, does hereby ereva? LLC, an Illinois limited liability company, the C, a Delaware limited liability company, Manager of liability company, personally known to me to be the the foregoing instrument, appeared before me this day and delivered the said instrument as his own free and act of said limited liability company, for the uses and
GIVEN under my hand and Notaria	Seal2006.
STATE OF HLINOIS  ESSEN  COUNTY OF COOK  )	Notary Public
The undersigned, a Notary Public in certify that Benjamin Rose, personally knows subscribed to the foregoing instrument, appe	and for the State and County aforesaid, does hereby own to me to be the same person whose name is

ce subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

under my hand and Notarial Seal 1900 19 11 Commission Expires 4/1/2010

STATE OF ILLINOIS	)	go			
COUNTY OF C O O K	)	SS			
The undersigned, a certify that David Kahn, subscribed to the foregoing that he signed and delivere and purposes nerein set for	person instru d the s	nally known to ment, appeared	me to be the before me this d	same person what same same a	nose name is acknowledged
GIVEN under my ha	and an		May 5 <sup>th</sup>	, 2006.	_
STATE OF ILLINOIS	)()	)	ily ruone	CIAL SEAL"	}
COUNTY OF COOK  The undersigned, a l	) ) Notary	Public in 2nd 1	NOTARY PUBLI My Commission for the State and	E. REESE IC STATE OF ILLINOIS IN Expires 04/08/2008 COUNTY ATOTESATO	, does hereby
certify that Emmitt George subscribed to the foregoing	e, pers	sonally known	to me to be the	e same person wh	nose name is
that he signed and delivered and purposes therein set fort	d the s	said instrument	as his own free	and voluntary act,	, for the uses
GIVEN under my ha	nd and	d Notarial Seal _	7	2006.	
STATE OF ILLINOIS	)		ry Public	TÍS	-
COUNTY OF C O O K	)	SS		0,	Sc.
The undersigned, a N	lotary person	Public in and for	or the State and	County aforesaid,	does t ereby

certify that John Halston, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal Une 3, 2006.

OFFICIAL SEAL'
LIGAR SPELIMAN
Notary Public

Notary Public

0617045088 Page: 23 of 28

STATE OF ILLINOIS	)			
COUNTY OF COOK	) SS )			
The undersigned, a certify that David Kahn, subscribed to the foregoing that he signed and delivere and purposes therein set for	personally kn instrument, ap d the said inst	own to me to be peared before me t	his day in person and ack	se name is
GIVEN wider my ha	and and Notari	al Seal	2006.	
STATE OF ILLINOIS DUPAGE COUNTY-OF COOK	O ss	Notary Public	·	
The undersigned, a recertify that Emmitt George subscribed to the foregoing that he signed and delivered and purposes therein set fort GIVEN under my ha	e, personally k instrument, app I the said instr h.	nown to me to be beared before me the ument as his own	nis day in person and acki free and voluntary act, fo	se name is
STATE OF ILLINOIS COUNTY OF C O O K	) ) SS )	Notary Public	"OFFICIAL S Calvin Lu hictary Public, Sta Will Cour My Comm salo: Expire	cas Ite of Illinois Itv
The undersigned, a Nertify that John Halston, pubscribed to the foregoing in the signed and delivered and purposes therein set forth	nstrument, apports the said instru	own to me to be eared before me th	ie dorein nomen . 1 1	name is
GIVEN under my han	d and Notarial	Seal	, 2006,	
		Notary Public		

) SS	
COUNTY OF COOK )	
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Richard Meckler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal, 2006.	
See page 11,2nd Version Notary Public State OF ILLINOIS	
COUNTY OF C O O K SS	
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Saul Rudo, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal Mcs 23, 2008. "OFFICIAL SEAL"	
Artene E. Bappalardo Notacy Public State of Illinois Wy Commission Expires Jan. 4, 2008	1
Welene & Dam Notary Public State of Illinois	ز
Notary Public Notary Public State of Illinois Notary Public	
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby sertify that James Gosselin, personally known to me to be the same person whose name is ubscribed to the foregoing instrument, appeared before me this day in person and acknowledged and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.	
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby subscribed to the foregoing instrument, appeared before me this day in person and acknewledged and burposes therein set forth.  Notary Public  Notary Public	
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby sertify that James Gosselin, personally known to me to be the same person whose name is ubscribed to the foregoing instrument, appeared before me this day in person and acknowledged and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.	

0617045088 Page: 25 of 28

STATE OF ILLINOIS )
COUNTY OF C O O K ) SS
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Julie Gosselin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal May 19, 2006.
STATE OF ILLINOIS Notary Public
COUNTY OF COOK  SS  COUNTY OF COOK  NOTARY PUBLIC - STATE OF ILLINOIS MY COMMINION EXPIRES: 10/01/07
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen M. Schuster, President of Donegal, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal
Notary Public STATE OF ILLINOIS
COUNTY OF COOK )
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby that and of Weaver Boos Consultants, Inc., an Indiana corporation, personally known to be the same persons whose names are subscribed to the few personally known
o me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, 2006.
Notary Public

0617045088 Page: 26 of 28

STATE OF ILLINOIS	)	SS			
COUNTY OF C O O K	)	55			
The undersigned, a certify that Julie Gosselin subscribed to the foregoing that she signed and delivered and purposes therein set for GIVEN under my harms.	, personal instrumer ed the said th.	lly known to nt, appeared be d instrument a	me to be the efore me this da s her own free	same person ay in person and	whose name is dacknowledged
		Notary	Public		
STATE OF ILLINOIS	)	SS			
COUNTY OF C O O K		33			
The undersigned, a certify that Stephen M. Scl known to me to be the sa appeared before me this dainstrument as his own fre corporation, for the uses and GIVEN under my ha	huster, Presume person by in person ee and von d purposes	esidenc of Dor n whose rand on and acknow oluntary act, s therein set for	negal, Inc., an e is subscribed yledged that he and as the fr	Illinois corpora d to the forego e signed and de	tion, personally bing instrument, elivered the said
		Notary	Public	4,	
STATE OF ILLINOIS COUNTY OF C O O K	)	SS	OFFICIAL: MARCIA S' NOTARY PUBLIC - STA MY COMMHSSION EXF	SEAL TONE: ATE OF ILLINOIS PIRES: 10-29-96	) Ss.
The undersigned, a	Notary Pu	blic in and for	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	~~~~~	id. does hereby
certify that		and		,	and
of Wea	ver Boos	Consultants, I	nc., an Indiana	corporation, pe	ersonally known
to me to be the same person before me this day in per instrument as their own fit corporation, for the uses and	rson and ree and v	acknowledge oluntary act,	d that they so and as the fr	igned and deli	vered the said
GIVEN under my ha	and and No	otarial Seal		_, 2006.	
		Notary	Public		

# 04/26/2006 10:21 FAX 312 UNOFFICIAL COPY

) SS
COUNTY OF COOK )
COUNTI OF COOK )
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Julie Gosselin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, 2006.
Notary Public
STATE OF ILLINOIS SS SS
COUNTY OF COOK )
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen M. Schuster, President of Donegal, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, 2006.
Notary Public
STATE OF ILLINOIS )
COUNTY OF COOK ) SS
The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Solve w. Weaver II and and and of Weaver Boos Consultants, Inc., an Indiana corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
of Weaver Boos Consultants, Inc., an Indiana corporation, personally known o me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said

#### EXHIBIT A

#### **LEGAL DESCRIPTION:**

#### PARCEL 1:

LOT 'D' AND LOTS 1 AND 2 IN BLOCK 10 IN THOMAS CHENEY AND WAUGH'S THIRD ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION 23, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, C!L, GAS AND OTHER MINERALS, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

BLOCK 7 IN THOMAS CHENEY AND WAUGH'S FOURTH ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, 7 GWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOTS 1 AND 2 IN BLOCK 5 IN LINCOLN GROVE SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOVO SHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 CF SECTION 23, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 100 RODS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 (EXCEPT THAT PART CONVEYED TO THE OSWEGO AND INDIANA PLANKS ROAD COMPANY BY INSTRUMENT RECORDED AUGUST 16, 18754 AS DOCUMENT 53083), AND

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS AND OTHER MINERALS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1705 COTTAGE GROVE, FORD HEIGHTS, ILLINOIS P.I.N.:

32-23-300-022-0000; 32-23-313-003-0000; 32-23-314-025-6001; 32-23-314-025-6002;

32-23-314-025-6001; 32-23-314-025-6002; 32-23-314-026-6002;

32-23-314-027-0000; 32-23-319-003-0000;

32-23-319-004-0000